



# REQUEST FOR QUOTATION

## RFQ# HQ941243

Quotations are due by 3:00 P.M., Local Time  
Tuesday, March 18, 2009

### ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 W. Adams  
Phoenix, AZ 85007  
Phone: (602) 542-1040  
Fax: (602) 542-1741

Date: 3/11/2009

### VENDOR NOTICE

#### THIS IS NOT A PURCHASE ORDER

The terms and conditions attached to this form should be reviewed and understood before preparing a quotation.

The Uniform Terms and Conditions and Uniform Instructions to Offerors are incorporated into this document by reference, and may be obtained by visiting: <http://www.azeps.az.gov/PoliciesDocuments/terms/UIQv7.pdf> for the Instructions, <http://www.azeps.az.gov/PoliciesDocuments/terms/UTCv7.pdf> for the Terms and Conditions. In accordance with A.R.S. 35-391.06 and 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Iran and Sudan.

In accordance with Arizona Revised Statute 41-2535(B), this purchase is restricted to small businesses, if practicable. By signing this form, the Offeror self certifies that it is a small business as defined above. Please check as many as applicable:

\_\_\_\_ I certify that my company is a Small Business. A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars (\$4,000,000) in gross receipts.

\_\_\_\_ I certify that my company is a Woman-Owned Business Enterprise (WBE). A WBE is defined as an enterprise where a woman owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

\_\_\_\_ I certify that my company is a Minority-Owned Business Enterprise (MBE). An MBE is defined as an enterprise where an ethnic minority owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

**Submit via Fax or in person  
to Location:**  
1740 West Adams, Room 303  
Phoenix, AZ 85007

**Delivery / Pick Up Location:**  
Arizona Department of Health Services  
Arizona State Hospital  
2500 East Van Buren Avenue  
Phoenix, AZ 85008  
**Per Exhibit A**

**Contracts Officer/Buyer: Jamie Alton  
Procurement Technician**  
Phone: (602) 542-1043 Fax: (602) 542-1741  
Email: [altonj@azdhs.gov](mailto:altonj@azdhs.gov)

Item #	Description of Service	Frequency	Number of Mats exchanged	Bi-Weekly Rate
1	Exchange 3 x 5 mats	Bi-Weekly	24 mats	\$_____
2	Exchange 4 x 6 mats	Bi-Weekly	17 mats	\$_____
3	Exchange 3 x 10 mats	Bi-Weekly	9 mats	\$_____
4	<b>Percentage off Discount from Catalogue; provide catalogue and/or price lists</b>			_____%

#### THIS SECTION MUST BE COMPLETED BY VENDOR

Company Name	Address	City	State	Zip Code	Phone No.	Fax No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title

Chief Procurement Officer: \_\_\_\_\_

Date: \_\_\_\_\_

# **SPECIAL INSTRUCTIONS TO OFFERORS**

## **REQUEST FOR QUOTATION # HQ941243**

**A. SUBMISSION:**

Quotations shall be signed by the Offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.

**B. INQUIRIES:**

All inquiries must be submitted in writing to the Solicitation contact person, and within five (5) days before the Offer due date and time to allow sufficient time for question review and response.

**C. IDENTIFICATION:**

Offeror agrees to provide a federal identifier (EIN or SSN) for the purposes of reporting to the appropriate taxing authorities, monies paid by the State under this Contract.

**D. OPENING:**

This is an informal quotation, which will not be read at a public opening; however, the information may be publicly reviewed after an award.

**E. STANDARD PROVISIONS:**

The State of Arizona's Uniform Instructions and Uniform Terms and Conditions, where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the A.D.H.S. Procurement Office or may be viewed at Arizona Department of Administration webpage at [www.azdoa.gov](http://www.azdoa.gov).

**F. TAXES:**

The State of Arizona is exempt from Federal excise Tax, including the Federal Transportation Tax. The Arizona State Hospital is Tax Exempt.

**G. BID REJECTION:**

The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.

**H. ERASURE:**

Erasures, inter-lineation or other modifications must be initialed by the individual signing the Request for Quotation.

**I. UNIT PRICE:**

In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the vendor in preparing the Quotation confers no right for the withdrawal of the quotation after it has been opened.

**J. EVALUATION:**

Award shall be made based on the lowest price, and the responsible and responsive bidder whose bid conforms in all material respect to the requirements set forth in the request for quotation, and is determined to be the most advantageous to the State.

**K. NEGOTIATIONS:**

Negotiations may be held.

**L. PAYMENT:**

The State will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.

<p style="text-align: center;"><b>SPECIAL INSTRUCTIONS TO OFFERORS</b> <b>REQUEST FOR QUOTATION # HQ941243</b></p>
--

**M. ARIZONA PROCUREMENT CODE:**

The Arizona Procurement Code (A.R.S. Title 41), Chapter 23 is available at most public libraries; A.C.C.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the D.H.S. Procurement Office. They may be viewed at Arizona Department of Administration webpage at <http://www.azdoa.gov>.

**N. ADDITIONAL TERMS AND CONDITIONS:**

Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.

**O. NON EXCLUSIVE CONTRACT:**

Any Contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the rights to obtain like goods or services from another source when necessary. Off-contract purchase authorization (SPO form 150) may only be approved by the State Procurement Administrator. Approval shall be at the exclusive discretion of the State Procurement Administrator and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

**P. SUSPENSION OR DEBARMENT CERTIFICATION:**

By signing the offer section of the offer and acceptance, Page One (1) of this document, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a Contract. The State also may exercise any other remedy available by law.

# **SPECIAL TERMS AND CONDITIONS**

## **REQUEST FOR QUOTATION # HQ941243**

**A. PURPOSE:**

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a Contract for the materials or services as listed herein.

**B. CONTRACT TYPE:**

☒ Fixed Price

**C. TERM OF CONTRACT:**

The term of the Contract shall commence on March 25, 2009 or, upon award whichever comes later and shall remain in effect for a period of three (3) years or \$50,000, whichever comes first, unless terminated, canceled or extended as otherwise provided herein.

**D. CONTRACT EXTENSION:**

ADHS may, by mutual written Contract amendment, extend any resultant Contract in up to twelve (12) month increments for a maximum of two (2) years. The Contract term shall not exceed a total of five (5) years from the date of Contract award, or \$50,000, whichever comes first.

**E. NON-EXCLUSIVE CONTRACT:**

Any Contract shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

**F. CONTRACTOR PERFORMANCE REPORTS:**

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the ADHS Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

**G. AMENDMENTS:**

Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representatives of the Contractor and ADHS. Any such Amendment shall specify any increases or decreases in the amount of the Contractors' compensation if applicable and entitled as an 'Amendment', and signed by the parties identified in the preceding sentence. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an Amendment or modification or supplementation to the Contract.

**H. ORDER PROCESS:**

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under Contract with ADHS is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and Contractual remedies available to the State inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

**I. VOLUME OF WORK:**

The Arizona Department of Health Services does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

**J. ACCURACY OF WORK:**

## **SPECIAL TERMS AND CONDITIONS**

### **REQUEST FOR QUOTATION # HQ941243**

The Contractor shall be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by ADHS will not relieve the Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities.

#### **K. INFORMATION DISCLOSURE:**

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

#### **L. EMPLOYEES OF THE CONTRACTOR:**

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the ADHS or the State. The Contractor shall comply with the Social Security Act, Worker's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

#### **M. AUTHORIZATION FOR PURCHASE OF GOODS AND SERVICES:**

Authorization for purchase of goods and services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to charge for items up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for items in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of goods and services under this Contract.

#### **N. PAYMENT PROCEDURES:**

ADHS accounting will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Vendor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them to the ADHS Accounting Office for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring Contract rights and responsibilities to the new Contractor. ADHS must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

#### **O. PAYMENT:**

All invoices shall include delivery time and contractual payment terms. Items are to be identified by the name, product number, Contract number, line item number, and serial number if applicable. Any Contract release order issued by the requesting agency shall refer to the Contract number and line item number(s).

#### **P. FINANCIAL MANAGEMENT:**

For all Contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of Contract funds and by the ADHS when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

# **SPECIAL TERMS AND CONDITIONS**

## **REQUEST FOR QUOTATION # HQ941243**

State Funding. Contractors receiving state funds under this Contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.

Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

### **Q. AVAILABILITY OF FUNDS:**

Funds are not presently available for performance under this contract beyond the current fiscal year. The State's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the State for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.

### **R. INSPECTION AND ACCEPTANCE:**

All services, data and required reports are subject to final inspection, review, evaluation and acceptance by the ADHS. The ADHS may withhold payment for services that are deemed to not meet Contract standards.

### **S. PRICE ADJUSTMENT**

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for one (1) year. The ADHS Procurement Office will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested, including information contained in the Consumer Price Index or similar official cost analysis to support any requested price increase. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment. Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a Contract amendment.

### **T. OFFSHORE PERFORMANCE OF WORK PROHIBITED:**

Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

### **U. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT**

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and Subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or Subcontractor is complying with the warranty under paragraph 1.

### **V. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:**

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will

## **SPECIAL TERMS AND CONDITIONS**

### **REQUEST FOR QUOTATION # HQ941243**

comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

#### **W. PANDEMIC CONTRACTUAL PERFORMANCE:**

1. The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:
  - 1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce;
  - 1.2 Alternative methods to ensure there are products in the supply chain; and
  - 1.3 An up to date list of company contacts and organizational chart.
2. In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:
  - 2.1 After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections, if the Contractor cannot perform to the standards agreed upon in the initial terms;
  - 2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code; and
  - 2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform the State, at its sole discretion, may reinstate the temporarily voided Contract(s).

#### **X. INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the*

# SPECIAL TERMS AND CONDITIONS

## REQUEST FOR QUOTATION # HQ941243

State of Arizona.

### Y. INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$ 500,000
Personal and Advertising Injury	\$ 500,000
Blanket Contractual Liability – Written and Oral	\$ 500,000
Fire Legal Liability	\$ 25,000
Each Occurrence	\$ 500,000

- 1.1.1 The policy shall be endorsed to include the following additional insured language: **“The Arizona Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”; and**

- 1.1.2 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

#### 1.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$500,000

- 1.2.1 The policy shall be endorsed to include the following additional insured language: **“The Arizona Department of Health Services and The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”; and**

- 1.2.2 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

#### 1.3 Worker's Compensation and Employers' Liability

# SPECIAL TERMS AND CONDITIONS

## REQUEST FOR QUOTATION # HQ941243

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$100,000

Disease – Each Employee

\$100,000

Disease – Policy Limit

\$100,000

**1.3.1** Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor; and.

**1.3.2** This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under A.R.S. 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**2. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 2.1** The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract;
- 2.2** The Contractor's insurance coverage shall be primary insurance with respect to all other available sources; and
- 2.3.** Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**3. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **The Arizona Department of Health Services, Procurement Office, 1740 West Adams Street, Room 303, Phoenix, Arizona 85007**, and shall be sent by certified mail, return receipt requested.

**4. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**5. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

**5.1** All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract; and

**5.2** All certificates required by this Contract shall be sent directly to **The Arizona Department of Health Services, Procurement Office, 1740 West Adams Street, Room 303, Phoenix, Arizona 85007**. The State of Arizona project/Contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

**6. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

<p style="text-align: center;"><b>SPECIAL TERMS AND CONDITIONS</b> <b>REQUEST FOR QUOTATION # HQ941243</b></p>
--

7. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
8. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**W. ESTIMATED QUANTITIES:**

ADHS anticipates activity under this Contract; however, no commitment of any kind is made concerning volume of service requested. The amount reflected on the price sheet area is a current bi-weekly estimate only.

**Z. TOBACCO PRODUCTS:**

Beginning July 1, 2008 smoking and the use of any other tobacco products shall not be permitted anywhere on the grounds of the Arizona State Hospital. All Arizona Department of Health Services buildings and grounds are smoke-and tobacco-free.

<div style="text-align: center;"><b>SCOPE OF WORK</b> <b>REQUEST FOR QUOTATION # HQ941243</b></div>
---

**A. BACKGROUND:**

The Arizona State Hospital (Hospital) is located at 2500 E. Van Buren. The Hospital is a State mental health facility operated by the Arizona Department of Health Services (ADHS). There are two (2) sites, the Civil campus and the Forensic campus. In addition, the Arizona Community Protection and Treatment Center (ACPTC) is located at the same address.

**B. OBJECTIVE:**

To provide floor mat services for entry doors and each building of the Hospital and ACPTC.

**C. SCOPE OF WORK:**

The Contractor shall:

1. Provide the exchange of mats on a bi-weekly basis between the hours of 8:00 A.M. and 4:00 P.M. at the locations designated in Exhibit A;
2. Be responsible for providing all materials, labor, services, and equipment required;
3. Respond to all requests for services within twenty-four (24) hours, if requested.

**E. REQUIREMENTS:**

1. Mats shall be protected from inclement weather when delivered;
2. Delivery receipts shall be verified and signed by the Hospital Hospitality Services Engineering Office;
3. Provide service in such a manner that does not result in damage to existing Hospital and ACPTC grounds, landscaping, utilities or structures. In the event that damage does occur during the performance of this Contract, the Contractor shall repair or replace the damage at no additional cost to the Hospital. If the Contractor fails or refuses to make proper repairs or replacements, the Contractor shall be liable for the cost, which may be deducted from unpaid invoices or by any other means provided by law;
4. Be licensed to provide the services as required by State and local laws; and
5. Provide a Certificate of Insurance (COI), as specified within the Special Terms and Conditions, within five (5) business days of Contract Award. A Purchase Order to begin work will not be provided without a current and correct COI in the Contract file. The COI shall be provided yearly prior to expiration of the current COI.

**F. DELIVERABLES:**

The Contractor shall:

1. Provide bi-weekly delivery of floor mats per the Scope of Work and Exhibit A;
2. Submit monthly invoices within thirty (30) days of the end of the month services to the Hospital Business Manager for review and approval by the Hospital, prior to payment.

**G. Notices, Correspondence and Reports**

Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services  
Arizona State Hospital  
Attn: Business Manager  
2500 East Van Buren Street  
Phoenix, Arizona 85008

<div><b>SCOPE OF WORK</b> <b>REQUEST FOR QUOTATION # HQ941243</b></div>
---

Notices, Correspondence and Reports from ADHS to the Contractor shall be sent to:  
(Contractor to complete)

Contractor \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

Payments from ADHS to the Contractor shall be sent to:  
(Contractor to complete if different from above)

Contractor \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

<b>EXHIBIT A</b> <b>REQUEST FOR QUOTATION # HQ941243</b>
---

No.	LOCATION		NO.	LOCATION	
CIVIL HOSPITAL			FORENSIC HOSPITAL		
1	Palo Verde bldg to patient yard	3x10	34	Hospital control guard shack	3x5
2	Desert Sage bldg to patient yard	3x10	35	Hunt Bldg main entrance inside	4x6
3	Ironwood bldg to patient yard	3x10	36	Hunt Bldg Back Entrance	3X5
4	Desert Sage bldg front entrance	4x6	37	General Services front	4x6
5	Ironwood 1 bldg front entrance	4x6	38	General Services rear	4x6
6	Ironwood 2 bldg front entrance	3x5	39	Granada main	3x10
7	Palo Verde side entrance	3x5	40	Wick Security entrance	3x10
8	Desert Sage side entrance	3x5	41	J-1 entrance	3x10
9	Ironwood side entrance	3x5	42	J-1 patio entrance	3x5
	D Bldg mall entrance Nursing				
10	Admin	3x5	43	Wick 5 patio entrance	4x6
11	D Bldg lobby entrance south	3x10	44	Wick 4 Sally port	3x5
12	D Bldg lobby entrance north	3x10	45	J-5 Sally port	3x5
13	D Bldg East entrance QRM-inside	3x5	46	Chapel	4x6
	D Bldg East entrance QRM-			Security operations entrance-	
14	outside	4x6	47	West	3x10
15	D Bldg Administration	3x5	48	Security operations entrance-east	4x6
16	E Bldg Library entrance	3x5	49	Birch entrance-East	4x6
17	E Bldg Training/Ed entrance	4x6	50	Birch entrance-West	4x6
18	E Bldg Specialty Clinic Mall	3x5			
19	E Bldg Auditorium-entrance 1	3x5			
20	E Bldg Auditorium-entrance 2	3x5			
21	F Bldg Dining Rm A	4x6			
22	F Bldg Dining Rm B	3x5			
23	F Bldg Rehab Therapy entrance	4x6			
24	F Bldg Rehab mall entrance	3x5			
25	F Bldg Rehab side entrance	3x5			
26	F Bldg GYM side entrance	3x5			
27	F Bldg loading dock entrance	4x6			
28	Civil Bank Mall	3x5			
29	ATU Main entrance inside	3x5			
30	ATU exit to linen/trash/bio	3x5			
31	ATU pool exit	4X6			
32	ATU dining room exit	3x5			
33	GYM mall entrance	4x6			
	5=3x10			4=3X10	
	19=3x5			5=3X5	
	9=4x6			8=4X6	
33	<b>TOTAL FOR CIVIL</b>		15	<b>TOTAL FOR FORENSIC</b>	
			2	<b>TOTAL FOR BIRCH (ACPTC)</b>	
		50		<b>TOTAL ALL CAMPUS</b>	

<p style="text-align: center;"><b>EXHIBIT A</b> <b>REQUEST FOR QUOTATION # HQ941243</b></p>
---

**DELIVERY**

Civil Campus mats shall be picked up and dropped off inside the loading dock area behind the F Building

**DELIVERY**

Forensic Campus mats shall be picked up and dropped off at the Hospitality Services Housekeeping Office

ACPTC mats shall be picked up and dropped off at the East and West entrance into the Birch Building